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1/19/10 10:02:40  
OK T BK 3, 126 PG 109  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

(Above space reserved for recorder)

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

7-01  
After Recording Return To:  
Stewart Title Guaranty Company  
National Title Services  
1980 Post Oak Blvd., Ste. 610  
Houston, TX 77056  
Attn: Amanda Lusby  
NTS#08334532

Indexing Instructions:  
NE ¼ Sec. 19, T3S, R7W

Source of Title:  
Book 732 at Page 578  
Book 1162 at Page 376  
Book 1167 at Page 496  
Book 1700 at Page 270  
Book 2733, Page 191  
DeSoto County, Mississippi Records

Parcel Id:  
3-074-1800-0-00001-01

STATE OF MISSISSIPPI    )  
  
COUNTY OF DESOTO        )

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated as of December 22, 2009, among **PEOPLES BANK**, a Division of First Tennessee Bank, National Association, with a mailing address of 207 East Main Street, Senatobia, MS 38668, Tel. (601) 562-8236 (hereinafter called "Mortgagee"), and **S. E. ELAM A/K/A STAN E. ELAM**, a(n) **(un)married individual** having a mailing address of 193 E. Commerce Street, Hernando, MS 38632 and a telephone number of (901) 634-1490 (hereinafter called "Grantor"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Dr., Canonsburg, PA 15317, Tel. (724) 416-2339 (hereinafter called "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is purchasing from Grantor a perpetual easement (the "**Easement**") for the use of and an easement for ingress, egress and utilities across certain property of Grantor described on **Exhibit A** (the "**Premises**") and an assignment (the "**Assignment**") of Grantor's

interest in that certain PCS Site Agreement dated October 16, 1997, by and between Assignor and STC Two LLC, a Delaware limited liability company, assignee of SprintCom, Inc., a Kansas corporation, as lessee, as amended, of which a memorandum was recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 0957, Page 654 (the "**Lease**");

**WHEREAS**, Grantor has given to Mortgagee a Land Deed of Trust recorded in Book 732 at Page 578; a Land Deed of Trust recorded in Book 1162 at Page 376, re-filed in Book 1167 at Page 496; a Land Deed of Trust recorded in Book 1700 at Page 270; and a Deed of Trust dated May 17, 2007, and of record in Book 2733, Page 191 all recorded in the Office of the Clerk of the Chancery Court of Desoto County, Mississippi (collectively, the "**Mortgage**") on the property described on **Exhibit B** attached hereto (the "**Property**"), a part of which Property contains the Premises; and

**WHEREAS**, Grantee desires to be assured of continued access to the Premises during the term of the Easement and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Consent.** Mortgagee consents to the Easement and Assignment.
2. **Nondisturbance.** So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Mortgagee agrees that the right of possession of the Premises and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Mortgagee in the exercise of its rights under the Mortgage during the term of the Easement, by reason of a Conveyance as defined herein.

For purposes of this agreement, a "**Conveyance**" shall mean any of the following, including, but not limited to, any exercise by Mortgagee of its rights under the Mortgage, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Mortgage, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Grantor's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Mortgagee and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Mortgagee shall not be liable for any act or omission of any prior land owner. Mortgagee will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Mortgage and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.

3. **Attornment.** Upon receipt by Grantee of notice to attorn from Mortgagee along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Mortgagee or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. The parties agree,

however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. **Release of Lease.** To the extent the Mortgage in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Premises (the Lease and such other leases are collectively referred to herein as the "**Easement Leases**"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Mortgage, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Mortgage and; it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Mortgage. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Mortgagee, the Mortgagee hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. **Limitation.** This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same are attached or affixed to the Premises and Mortgagee hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Premises whether directly or indirectly through Mortgagee and to any assignees, licensees, agents, subleaseholders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Mortgagee and Grantor.

7. **Notices.** All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. **Counterparts.** This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed effective as of the date first written above.

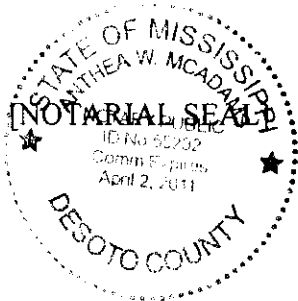
GRANTOR:

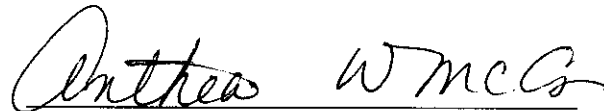
  
S. E. ELAM A/K/A STAN E. ELAM

STATE OF MISSISSIPPI )  
Desoto COUNTY )

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 22 day of December, 2009, within my jurisdiction, the within named S. E. ELAM A/K/A/ STAN E. ELAM, who acknowledged that he/she executed the above and foregoing instrument as his/her voluntary act and deed.

Given under my hand and seal on the day and year last written above.



  
Notary Public  
My Commission Expires: April 2, 2011

**GRANTEE:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: \_\_\_\_\_  
Title: R.Christopher Mooney  
Director - Land Acquisition Operations

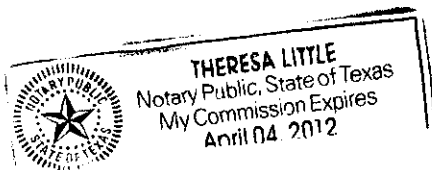
STATE OF TEXAS )  
HARRIS COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28<sup>th</sup> day of DECEMBER, 2009, within my jurisdiction, the within named R. CHRISTOPHER MOONEY, who acknowledged that he/she is DIRECTOR of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[Signature]  
Notary Public  
My Commission Expires: 4-4-12

[NOTARIAL SEAL]



**MORTGAGEE:**

**PEOPLES BANK**, a Division of First  
Tennessee Bank, National Association

By: *Greg L Gough*  
Print Name: Greg L Gough  
Its: President

STATE OF Mississippi  
DeSoto  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of December 2009, within my jurisdiction, the within named Greg L Gough, who acknowledged that he/she is President of **PEOPLES BANK**, a Division of First Tennessee Bank, National Association and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal on the day and year last written above.



*Heather W. McAlister*  
Notary Public  
My Commission Expires: April 2, 2011

**EXHIBIT A****LEGAL DESCRIPTION OF PREMISES**

A parcel of land being a portion of that certain tract of land as recorded in Deed Book 255, Page 635 in the Chancery Clerks Office, DeSoto County, Mississippi lying in the NE 1/4 of Section 19, Township 3 South, Range 7 West and being more particularly described as follows:

Commence at a nail found in place in the pavement of McIngvale Road and the NE corner of said Section 19; thence run S 03°32'30" W for a distance of 425.18 feet to a 5/8" rebar found on the Northeast right-of-way line of Interstate 55 and the Point of Beginning; thence N 21°49'00" W along said right-of-way line for a distance of 240.90 feet to a 5/8" capped rebar (SMW LS 02859) set; thence N 87°37'01" E for a distance of 84.07 feet to a 5/8" capped rebar (SMW LS 02859) set on the West right-of-way line of McIngvale Road; thence S 02°23'00" E along said right-of-way line for a distance of 102.60 feet to a 5/8" capped rebar (SMW LS 02859) set on the West right-of-way line of McIngvale Road; thence S 04°59'00" E along said right-of-way line for a distance of 121.37 feet to a 5/8" capped rebar (SMW LS 02859) set on the West right-of-way line of McIngvale Road; thence S 68°11'00" W for a distance of 10.00 feet to the Point of Beginning. Said above described parcel contains 0.24 acres or 10331.7 square feet, more or less.

A-1

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1035130-004977

**EXHIBIT B****LEGAL DESCRIPTION OF PROPERTY**

Beginning at the Southeast corner of Section 18, Township 3 South, Range 7 West; thence West 40 feet along the South line of said section to a point in the West right of way of Holly Springs Road and the Point of Beginning of the following lot; thence South 2 degrees 23' East 300.0 feet along the said West road right of way to a point; thence South 4 degrees 59' East 121.37 feet along said right of way to a point in the South line of the McIngvale Tract; thence South 68 degrees 11' West 10.0 feet to a point in the East right of way of I-55 Highway; thence North 21 degrees 49' West 732.0 feet along the East right of way to a point; thence North 84 degrees 43' East 240.42 feet to a point in the West right of way of Holly Springs Road (80 feet wide); thence South 3 degrees 54' East 278.0 feet along said right of way to the Point of Beginning, and containing 2.0 acres, more or less. All bearings are magnetic.

B-1

BU#878374/Hernando  
B MWB 862719 v1  
1035130-004977